

MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF SUDBURY
AND THE
SUDBURY POLICE LIEUTENANTS
New England Police Benevolent Association Local #197
October 2024

Item A: Article XXII Salary Schedule shall be amended to reflect the following changes:

Effective 7/1/24, all steps on the salary schedule shall be increased by three percent (3%);
Effective 7/1/25, all steps on the salary schedule shall be increased by two percent (2%);
Effective 7/1/26, all steps on the salary schedule shall be increased by two percent (2%);

Item B: Article XXII Salary Schedule shall be amended as follows:

Effective 7/1/24: \$5,000 shall be added to the base for POST/Technology/Accreditation/all other current and future Managerial Prerogatives in exchange for a normal 40-hour work week.

In addition, Delete Section 3 of Article XXVII Drug Testing (\$600 Stipend for Administration of the Reasonable Suspicion Drug & Alcohol Testing Policy).

Item C: Amend Article IV Grievance Procedure:

Replace current language with the following:

Section 1. Any complaint, dispute or controversy of any kind which arises between one or more employees and the Town or its agents shall be processed in Step 1 and Step 2. For the purposes of a grievance being processed beyond Step 2, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language or interpretation of a specific provision of this Agreement.

A grievance must be presented within twenty-one (21) days of the time of occurrence of the alleged contract violation or within twenty-one (21) days of the time the employee should reasonably have acquired knowledge of the incident giving rise to the contract violation and must be processed in accordance with the steps, time limits, and conditions set forth below in this Article. (Time limitations may be waived or extended by mutual agreement in writing by both parties.) An aggrieved employee or employees may have a Union representative of their choice at, and participating in, any level of the following procedure.

Step 1. Union Representative(s) shall discuss the grievance with the Chief of Police in an attempt to resolve the matter, if applicable.

Step 2. If the grievance is unresolved, the Union, through their Representative (s), shall submit the grievance in writing to the Chief, setting forth in detail the nature of the grievance to the Chief who has ten (10) calendar days (exclusive of Saturdays, Sundays and holidays) to act on said grievance.

Step 3. In the event that either party is dissatisfied with the decision of Step 2, the grievance may be appealed within ten (10) days to the Town Manager, who has ten (10) calendar days (exclusive of Saturdays, Sundays and holidays) to act on said grievance.

Step 4. In the event that the above step(s) fail to satisfy the grievance, at the request of either party, the grievance shall be submitted within twenty-one (21) days from the decision of the Town Manager to the American Arbitration Association, or to an arbitrator mutually agreeable to both parties. The fees and expenses of the arbitrator shall be equally shared by the Union and the Town.

The arbitrator shall be without power or authority to modify, add to, alter, subtract from or change the terms of this Agreement.

Section 2. The employee and the Union representative shall be allowed time off from duty with pay when processing a grievance, complaint, arbitration or acting as a witness in such a grievance.

~~Section 3. If a dispute involves a violation or interpretation of the Civil Service Laws, then said dispute shall not be subject to the grievance and arbitration procedure.~~

Item D: Amend Article V Section 2 - Hours of Work: (Modify to reflect the flexibility in the Lt Position)
The normal work day for employees covered by this agreement shall be consistent with present practice.
~~Each employee shall be scheduled to work a shift with regular starting and quitting times. Changes in the regular work schedule shall not be made for arbitrary and capricious reasons.~~

Item E: Amend Article IX Sick Leave:
Amend 3rd paragraph as follows:
Change sick note required from “five (5)” to “three (3).”

Item F: Delete Article XIV Bulletin Boards:
Delete this section.

Item G: Delete Article XIX Meal Periods:
Delete this section.

Item H: Amend Article XXII EDUCATIONAL REIMBURSEMENT
Section 1. Education Incentive Program. The current financial benefit received by the Lieutenants under the provisions of the “Quinn Bill”, so called, ~~or current equivalent percentages of 10% for Associates, 20% for Bachelors and 25% for Masters as outlined in the “Quinn Bill”~~ will remain in effect for individuals employed by the Sudbury Police covered by this Lieutenant Collective Bargaining Agreement. Department as of July 1, 2009 who are promoted, ~~so long as they have commenced coursework towards a degree and made proper notification to the Chief of Police on or before October 1, 2010. Individuals hired on or after July 1, 2009 who are promoted to Lieutenant will not be eligible for “Quinn Bill” benefits, but will be eligible for education incentive benefits under the “Town Education Incentive Plan.” Under the Town Education Incentive Plan, employees will receive an education stipend of ten percent (10%) for a bachelor’s degree or fifteen percent (15%) for a master’s degree or law degree. It is further agreed that a minimum of a Bachelor’s Degree in Criminal Justice will be preferred for appointment to the position of Lieutenant as of the effective date of (8/16/16). Side Letter.~~

Item I: Delete Article XXIV Severance:
Delete this section.

Item J: Amend Article XXVII Drug Testing:

Replace current language with the following and Delete Section 3 (Stipend):

SUDBURY POLICE DRUG TESTING POLICY

DRUG TESTING BASED ON REASONABLE SUSPICION. An employee may be tested after a determination by the Chief or his/her designee that there is a reasonable suspicion to test the employee. Reasonable suspicion shall be based upon information of objective facts (i.e.: the employee's appearance, behavior, speech, body odor, etc.) obtained by the department and the rational inferences which may be drawn from those facts or sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs. The information, the degree of corroboration, the results of the investigation or injury and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

A drug test may be administered to a member who has caused a workplace accident causing a fatality, injuries requiring a physician or emergency room visit, police citations or damages to public or private property over \$2,500.00.

- 1. DRUG SCREENING.** Drug screening will consist of screening for five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP), and amphetamines.
- 2. CONSEQUENCES OF A POSITIVE TEST.** Employees who receive a verified positive test result for illegally used drugs will be subject to discipline up to and including discharge. The Police Chief may offer, in lieu of termination, voluntary submission to treatment in a rehabilitation program approved by the Chief, along with a suspension without pay until certified by a treating provider as able to safely return to work, except that, in this situation only, accrued sick leave and/or vacation leave may be used if approved by Police Chief. . This program may include random drug testing for a minimum of 36 months or a period of time to be determined by the Police Chief. Any costs associated with a rehabilitation program to include additional drug testing shall be paid for by the employee. Failure to comply with the requirements of the program or a second positive test will be grounds for immediate termination.
- 3. DILUTE TESTS/REFUSAL/TAMPERING.** Refusing to submit to a drug test shall be considered a positive test. If there is any indication of tampering, switching of samples or if the test comes back showing the sample was diluted, a second test utilizing the employee's hair as a specimen shall be administered as soon as possible.
- 4. TESTING PROCEDURES.** Drug testing shall be required immediately upon determination that reasonable suspicion exists to test the employee. The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results.

Collection of urine or hair samples shall be conducted in a manner which provides the highest, reasonable degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples.

The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision. Any employee taking drugs by _____ prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in

writing and include a letter from the treating physician. Any disclosure will be kept confidential with the tester.

Any positive drug test will be reviewed and interpreted by a medical review officer, who will contact the individual tested. The purpose of the contact will be to review the individual's medical history; to afford the individual an opportunity to discuss the test result; and to decide whether there is a legitimate medical explanation for the result. When called, an officer must contact the medical review officer as soon as possible and in accordance with any instructions provided.

Test results will be made available to the employee upon request. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

~~A drug test may be administered to a member who has caused a workplace accident causing a fatality, injuries requiring a physician or emergency room visit, police citations or damages to public or private property over \$2,500.00.~~

Delete Section 3:

Effective 7/1/22: add \$600 annual stipend (to be paid out in October of each year) for additional responsibilities associated with the administration of new Reasonable Suspicion Drug & Alcohol Testing Policy.

Item K: Delete Article XXX Time Swaps:

Delete this section.

Item L: Amend Article XXXIII Residency:

Change from "thirty-five (35)" to "thirty (30)."

Item M: Amend Article XXXIV Extra Paid Details:

Section 1c. (i) The municipal rate shall be ~~\$50/hour~~.

Effective upon Ratification: \$62.00

Effective 7/1/25: \$65.00

Effective 7/1/26: \$67.00

Section 1c. (ii) ~~Effective July 1, 2018, The~~the non-municipal rate shall be ~~\$53/hour~~.

Effective upon Ratification: \$65.00

Effective 7/1/25: \$68.00

Effective 7/1/26: \$70.00

Item N: Amend Article XXXVI Legal Defense Fund

The Town hereby agrees to reimburse Police Lieutenants ~~Ronald Nix and Peter Fadgen~~ for the annual cost of enrollment in the Legal Defense Fund of the Massachusetts Police Association, ~~not to exceed one hundred and fifty dollars (\$150.00) at the then current rate annually for each member.~~ The Legal Defense Fund provides legal services and legal representation for members in defense of any charges which may be brought against them arising from their performance of their official duties, whether on-duty or off duty. It is agreed by both parties that this special coverage for legal services is supplemental to other liability insurance coverage the Town has obtained and which is in force to cover these employees in the performance of their official duties. ~~It is further agreed that providing reimbursement for this coverage for these individual members of the Sudbury Supervisory Association in no way constitutes a precedent for the Town to negotiate and/or provide future benefits which may accrue to individual members of the Association and not to the Association in its entirety as a bargaining unit. Both parties agree that future collective bargaining sessions will to the greatest extent possible be limited to consideration of issues and benefits which are applicable to the entire membership of the Association.~~

Item N: Housekeeping:

Amend Article III Section 2 (last sentence)– Correct “Three” to “Two” and “Supervisors” to “Supervisor.”

Article XXV. Duration of Agreement

The duration of this Agreement shall be from July 1, 2024 through June 30, 2027.
This Agreement is subject to funding and ratification by the Town and ratification by the Union.

Signed this 6th day of October 2024.

For the Town of Sudbury


Town Manager

For the Sudbury Police Lieutenants

 President

 VP

POLICE LIEUTENANTS - FY25							
3% & Base Adjustment \$5,000							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Lieutenants							
Hourly	50.31	52.19	54.13	56.16	58.27	60.45	63.04
Annual	105,048	108,963	113,031	117,264	121,658	126,224	131,633

POLICE LIEUTENANTS - FY26							
2.00%							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Lieutenants							
Hourly	51.32	53.23	55.22	57.28	59.43	61.66	64.30
Annual	107,149	111,142	115,292	119,609	124,091	128,748	134,266

POLICE LIEUTENANTS - FY27							
2.00%							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Lieutenants							
Hourly	52.34	54.29	56.32	58.43	60.62	62.89	65.59
Annual	109,292	113,365	117,598	122,001	126,573	131,323	136,951

Note: Hourly rates are obtained by dividing the annual rates by 52.2 weeks and 40 hours per week. Overtime pay is calculated by multiplying 1.5 times these hourly rates.